



U.S. Department of Justice

United States Attorney
Western District of Pennsylvania

U.S. Post Office & Courthouse
700 Grant Street
Suite 400
Pittsburgh, Pennsylvania 15219

412/644-3500

July 11, 2005

Elliot J. Segel, Esquire
818 State Street
Erie, PA 16501

Re: United States of America v.
Gerald C. Deimel
Criminal No. 04-37 (Erie)

Dear Mr. Segel:

This letter sets forth the agreement by which your client, Gerald C. Deimel, will enter a plea of guilty in the above-captioned case. The letter represents the full and complete agreement between Gerald C. Deimel and the United States Attorney for the Western District of Pennsylvania. The agreement does not apply to or bind any other federal, state, or local prosecuting authority.

Upon entering a plea of guilty, Gerald C. Deimel will be sentenced under the Sentencing Reform Act, 18 U.S.C. §3551, et seq. and 28 U.S.C. §991, et seq. The Sentencing Guidelines promulgated by the United States Sentencing Commission will be considered by the Court in imposing sentence. The facts relevant to sentencing shall be determined initially by the United States Probation Office and finally by the United States Court by a preponderance of the evidence.

A. The defendant, Gerald C. Deimel, agrees to the following:

1. He will enter a plea of guilty to Count One of the Indictment at Criminal No. 04-37 (Erie), charging him with violating Title 18, United States Code, Sections 1347, and 2, pursuant to Rule 11 of the Federal Rules of Criminal Procedure.

LIMITED OFFICIAL
USE

DEFENDANT'S EXHIBIT	
CASE NO.	04-37E
EXHIBIT NO.	3

Page 2

2. He acknowledges his responsibility for the conduct charged in Counts Two through Eighteen of the Indictment at Criminal No. 04-37 (Erie) and stipulates that the conduct charged in those Counts may be considered by the Probation Office or by the Court in imposing sentence.
3. He will pay mandatory restitution under the Victim-Witness Protection Act, 18 U.S.C. §§3663, 3663A and 3664, to the victims and/or other persons or parties authorized by law in such amounts, at such times, and according to such terms as the Court shall direct.
4. He will immediately notify the Court and the United States Attorney of any improvement in his economic circumstances that might increase his ability to pay restitution and that occurs from the date of this agreement until the completion of his sentence, including any term of supervised release.
5. Upon request of the United States, he agrees to provide all information regarding his income, assets and financial status.
6. If the Court imposes a fine or restitution as part of a sentence of incarceration, Gerald C. Deimel agrees to participate in the United States Bureau of Prisons' Inmate Financial Responsibility Program, through which 50% of his prison salary will be applied to pay the fine or restitution.
7. At the time Gerald C. Deimel enters his plea of guilty, he will deposit a special assessment of \$100.00 in the form of cash, or check or money order payable to "Clerk, U.S. District Court". In the event that sentence is not ultimately imposed, the special assessment deposit will be returned.
8. Gerald C. Deimel waives the right to take a direct appeal from his conviction or sentence under 28 U.S.C. §1291 or 18 U.S.C. §3742, subject to the following exceptions:
 - (a) If the United States appeals from the sentence, Gerald C. Deimel may take a direct appeal from the sentence.

Page 3

- (b) If (1) the sentence exceeds the applicable statutory limits set forth in the United States Code, or (2) the sentence unreasonably exceeds the guideline range determined by the Court under the Sentencing Guidelines, Gerald C. Deimel may take a direct appeal from the sentence.

The foregoing reservations of the right to appeal on the basis of specified issues do not include the right to raise issues other than those specified.

Gerald C. Deimel further waives the right to file a motion to vacate sentence, under 28 U.S.C. §2255, attacking his conviction or sentence, and the right to file any other collateral proceeding attacking his conviction or sentence.

B. In consideration of and entirely contingent upon the provisions of Parts A and C of this agreement, the United States Attorney for the Western District of Pennsylvania agrees to the following:

1. After the imposition of sentence, the United States Attorney will move to dismiss the remaining Counts of the Indictment at Criminal No. 04-37 (Erie), without prejudice to their reinstatement if, at any time, Gerald C. Deimel is permitted to withdraw his plea of guilty. In that event, Gerald C. Deimel waives any double jeopardy, statute of limitations, speedy trial, or similar objections to the reinstatement of the Counts dismissed pursuant to this agreement.
2. The United States Attorney retains the right of allocution at the time of sentencing to advise the sentencing Court of the full nature and extent of the involvement of Gerald C. Deimel in the offenses charged in the Indictment and of any other matters relevant to the imposition of a fair and just sentence.
3. Prior to sentencing, the United States Attorney will, orally or in writing, move that, pursuant to §3E1.1 of the Sentencing Guidelines, the Court reduce the offense level by 3 levels for acceptance of responsibility, on the grounds that the offense level prior to application of §3E1.1 is 16 or

Page 4

greater, and Gerald C. Deimel timely notified authorities of his intention to enter a plea of guilty, thereby permitting the government to avoid preparing for trial and permitting the Court to allocate its resources efficiently.

4. The United States Attorney will take any position she deems appropriate in the course of any appeals from the sentence or in response to any post-sentence motions.

C. Gerald C. Deimel and the United States Attorney further understand and agree to the following:

1. The penalty that may be imposed upon Gerald C. Deimel is:
 - (a) A term of imprisonment of not more than ten years;
 - (b) A fine of \$250,000.00;
 - (c) A term of supervised release of three years;
 - (d) A special assessment under 18 U.S.C. §3013 of \$100.00;
 - (e) Mandatory restitution under the Victim-Witness Protection Act, 18 U.S.C. §§3663, 3663A and 3664.
2. Pursuant to the provisions of Section 411 of the Employee Retirement Income security Act of 1974, embodied in Title 29 U.S.C. Section 1111, Gerald C. Deimel shall be prohibited from serving in any capacity that involves decision making authority or custody or control of moneys, funds, assets or property or any ERISA covered employee benefit plan during or for the period of thirteen (13) years after the date of conviction or after the end of any period of imprisonment, whichever is later.
3. The Court shall determine the victims and/or other persons or parties who will receive restitution as authorized by law.
4. Pursuant to Section 1B1.11 the parties stipulate and agree that the appropriate Guidelines Manual upon

which to base the sentencing calculation is the 1998 Manual.


5. The parties stipulate and agree that the loss amount attributable to the defendant's activity is greater than \$70,000 but less than \$120,000. This loss amount corresponds, under Section 2F1.1 of the Sentencing Guidelines to a base offense level, of 6 which is raised by six additional levels under Section 2F1.1(b)(1)(G) of the Sentencing Guidelines.
6. The parties further agree that the adjusted base offense level of 12 should be raised by a total of four additional levels under the following sections of the Guidelines:
 - (f) 2F1.1(b)(2)(A) (More than Minimal Planning);
 - (g) 3B1.3 (Abuse of Position of Trust or Special Skill);
7. The parties also agree that the adjusted offense level of 16 should be lowered by a total of three levels under the following section of the Guidelines:
 - (h) 3E1.1 (Acceptance of Responsibility).
8. Thus, the parties agree that Gerald C. Deimel's overall adjustable offense level under the Sentencing Guidelines is 13.
9. Under Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, and §6B1.2(b) of the Sentencing Guidelines, the Court is not bound by the agreed upon stipulations between the parties regarding the above identified sentencing factors. Even if the Court does not accept the stipulations as to sentencing factors, the other provisions of this agreement remain in full force and effect.
10. The parties agree that the willful failure to pay any fine imposed by the Court may be treated as a breach of this plea agreement. Gerald C. Deimel acknowledges that the willful failure to pay any fine may subject him to additional criminal and civil penalties under 18 U.S.C. §3611 et seq.

Page 6

11. This agreement does not preclude the government from pursuing any civil or administrative remedies against Gerald C. Deimel or his property.
12. The parties agree that, although charges are to be dismissed pursuant to this agreement, Gerald C. Deimel is not a prevailing party for the purpose of seeking attorney fees or other litigation expenses under Pub. L. No. 105-119, §617 (Nov. 26, 1997) (known as the Hyde Amendment). Gerald C. Deimel waives any right to recover attorney fees or other litigation expenses under the Hyde Amendment.

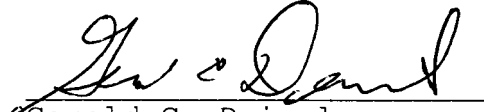
This letter sets forth the full and complete terms and conditions of the agreement between Gerald C. Deimel and the United States Attorney for the Western District of Pennsylvania, and there are no other agreements, promises, terms or conditions, express or implied.

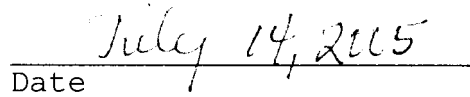
Very truly yours,


MARY BETH BUCHANAN
United States Attorney

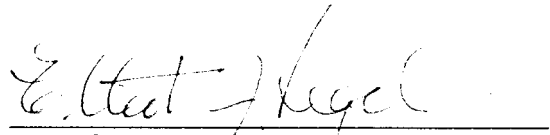
Page 7

I have received this letter from my attorney, Elliot J. Segel, Esquire, have read it and discussed it with him, and I hereby accept it and acknowledge that it fully sets forth my agreement with the Office of the United States Attorney for the Western District of Pennsylvania. I affirm that there have been no additional promises or representations made to me by any agents or officials of the United States in connection with this matter.


Gerald C. Deimel


Date

Witnessed by:


ELLIOT J. SEGEL, ESQUIRE
Counsel for Gerald C. Deimel

FOUNDRYMAN'S GROUP TRUST
WORKER'S COMPENSATION FUND
2700 WEST 21ST STREET
ERIE, PA 16506

60-73/433-7

333

7-15 19 97

PAY TO THE ORDER OF PCA \$ 1,799.65

One Thousand Seven Hundred + Ninety - Nine 65 DOLLARS

PNCBANK®
PNC Bank, N.A.
Northwest PA 010

FOR Don Patterson [Signature]

⑈043300738⑈ 0333 ⑈6000050552⑈ ⑈0000179965⑈

© HARLAND CAMBRIDGE

Security features included. Details on back.

GOVERNMENT
EXHIBIT

1

**COMPENSATION
RE-PRICING
COMPANY, INC.**

1322 Central Avenue
Fairview, PA 16505

JULY 1, 1997

INVOICE #2577

GROUP: FOUNDRYMAN'S GROUP TRUST

FOR SERVICES RENDERED TOTAL AMOUNT DUE = \$1,799.65

PLEASE REMIT PAYMENT TO:
COMP RE-PRICING, INC.
1322 CENTRAL AVENUE
FAIRVIEW, PA 16505



INVOICE #2577

Per G.C. Deimel Case Management Review:

Robert Lendrum	#95137	\$400.00
Bill King	#95150	\$450.00
Bill King	#95160 (Brief)	Included

- Watch King

Medical Records review for:

Grant Martin	#95179	\$200.00
Rodney Meyer	#95243	\$900.00

Postage (printing/envelopes) \$ 49.65

\$1,799.65

**GOVERNMENT
EXHIBIT**

16

Page 3

GERALD C. DEIMEL
FOUNDRYMAN'S ASSOCIATION
2700 W. 21ST STREET
ERIE, PA 16506

Invoice Number: 3093002-03MA01
Billing date: 07/02/97

Period: 6 /198/
BTI

Re: PATTERSON, DONALD E.
Medical
CASTING TECHNOLOGIES, INC.

Claim No.:

STATEMENT FOR PROFESSIONAL SERVICES

Date	Description	Hours	Rate	Amount
06/20/97	Phone Call - Account	0.30	63.00	18.90
06/20/97	Telephone Expense			1.75
06/20/97	Phone Call- Physician	0.20	63.00	12.60
06/20/97	Telephone Expense			1.25
06/20/97	Phone Call - Claimant	0.10	63.00	6.30
06/20/97	Telephone Expense			1.00
06/20/97	Letter to Claimant	0.20	63.00	12.60
06/20/97	Certified Letter Fee			2.52
06/26/97	Travel	4.10	63.00	258.30
06/26/97	Mileage - 202.00 Miles			72.72
06/26/97	Wait	0.70	63.00	44.10
06/26/97	Meet with Claimant	0.20	63.00	12.60
06/26/97	Meet with Physician	0.40	63.00	25.20
06/27/97	Phone Call - Account	0.40	63.00	25.20
06/27/97	Telephone Expense			2.00
07/01/97	Travel	4.20	63.00	264.60
07/01/97	Mileage - 236.00 Miles			84.96
07/01/97	Wait	1.60	63.00	100.80
07/01/97	Meet with Claimant	0.20	63.00	12.60
07/01/97	Meet with Physician	0.60	63.00	37.80
07/01/97	Initial Medical Report	1.00	63.00	63.00
07/01/97	Postage/Copies/Handling			3.00

Services = 1518.30
Expenses = 281.50
Taxes = 0.00

Current Due By 08/01/97 = 1799.80

REMIT TO: MCCABE & SCARLATA, INC. d/b/a OPTIONS
P.O. Box 23648 Pittsburgh, PA 15222-6648

PLEASE REMIT WITHIN 30 DAYS

WHITE - INSURANCE YELLOW - INSURANCE RETURN TO
OPTIONS PINK - OFFICE COPY

**GOVERNMENT
EXHIBIT**

1C

RECEIVED
JUL 14 1997
PA COMP. ADMINISTRATOR

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

FOUNDRYMAN'S GROUP TRUST
 WORKER'S COMPENSATION FUND
 2700 WEST 21st STREET
 ERIE, PENNSYLVANIA

CHECK NO. 002134
 002134
 60-73
 433

DATE 07/16/1997

TWO HUNDRED FIFTY DOLLARS & 65/100

VOID AFTER 120 DAYS

TO THE ORDER OF:

MCCABE & SCARLATA, INC D/B/A OF
 P.O. BOX 23648
 PITTSBURGH, PA 15222-6648

PAY EXACTLY *****\$250.65

PNCBANK
 PNC Bank, N.A.
 Northwest PA 018

442500383 606 07/16/97 03

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈002134⑈ ⑆043300738⑆ 6000040552⑈

⑈0000025065⑈

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

FOUNDRYMAN'S GROUP TRUST
 WORKER'S COMPENSATION FUND
 2700 WEST 21st STREET
 ERIE, PENNSYLVANIA

CHECK NO. 002135
 002135
 60-73
 433

DATE 07/16/1997

ONE THOUSAND SEVEN HUNDRED NINETY-NINE DOLLARS & 80/100

VOID AFTER 120 DAYS

TO THE ORDER OF:

MCCABE & SCARLATA, INC D/B/A OF
 P.O. BOX 23648
 PITTSBURGH, PA 15222-6648

PAY EXACTLY *****\$1,799.80

PNCBANK
 PNC Bank, N.A.
 Northwest PA 018

442500384 606 07/16/97 03

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈002135⑈ ⑆043300738⑆ 6000040552⑈

⑈0000179980⑈

GOVERNMENT
EXHIBIT

1D

WORKERS' COMPENSATION CONSULTANTS, INC.

2700 WEST 21ST STREET, ERIE, PA 16506

814/838-7921

(FAX) 814/461-0039

MARCH 10, 1998

INVOICE

TO: FOUNDRYMAN'S GROUP TRUST

RE: THESE ARE FOR VARIOUS ITEMS FOR THE YEAR THAT NEED TO BE
REIMBURSED TO WORKERS' COMPENSATION CONSULTANTS, INC.

VENDOR	TOTAL CHARGE	PERCENT	
IBM (IBBS NET 2/26/98).....	\$318.00	100%	\$318.00 ✓
RIDGE VALLEY Q-MOD (#517)✓.....	\$848.00	49%	\$417.75 ✓
ERIE COMPUTER (Invoice #15058).....	\$100.70	100%	\$100.70
	\$222.30	100%	\$222.30 ✓
COOPER BUSINESS (Invoice #10813)✓.....	\$341.85	100%	\$341.85
POSTAGE METER @ \$275.00 x 7 MTH = \$1,900.00.....		100%	<u>\$1,900.00</u>
	Total		\$4,300.00

Please see invoices attached

Paul
3/16/99 *#2091*
Split w/ra/par →





INVOICE FOR IBM NETWORK SERVICES

Global Services

P.O. BOX 620000
ORLANDO, FLORIDA 32891-8294

ACCOUNT NUMBER
8254-0000-0359-0477

IBM LIMITED SPECIAL BILLING
P.O. BOX 620000
ORLANDO, FLORIDA 32891-8294

PLEASE
MAKE CHECK
PAYABLE TO:

PAYMENT DUE DATE
FEB 26, 1998
AMOUNT DUE

\$ 68.90

OR

\$ 68.90

AMOUNT ENCLOSED

TERMS: PAYMENT DUE
UPON RECEIPT

WORKERS COMPENSATION
CONSULTANTS, INC.
2700 W 21ST
ERIE PA 16506-2972

000006890882540000035904775

TO RECEIVE PROMPT CREDIT, DETACH HERE AND RETURN WITH PAYMENT IN THE WINDOW ENVELOPE PROVIDED.

POSTING DATE	DESCRIPTION	TRANSACTION DATE	REFERENCE NUMBER	AMOUNT CR-CREDIT PY-PAYMENT
02-03	PAYMENT RECEIVED - THANK YOU	02-03	78254008034000019312182	318.00PY
02-04	WCRBNET SOFTWARE OTC	01-31	78254008035000000000019	65.00

BILLING INQUIRIES TELEPHONE	1-800-933-2232	ACCOUNT NUMBER	8254000003590477
SEND INQUIRIES ONLY TO:		STATEMENT CLOSING DATE	JAN 31, 1998
IBM LIMITED SPECIAL BILLING P.O. BOX 31174 TAMPA, FLORIDA 33631-1174		PAYMENT LATE IF NOT RECEIVED BY	FEB 26, 1998
IBM TAX ID# 13-0871985		ACCOUNT SUMMARY:	
		PREVIOUS BALANCE	\$ 318.00
		CURRENT CHARGES	65.00
		CREDITS	.00
		PAYMENTS	318.00
		TAX	3.90
		NEW BALANCE	\$ 68.90

*SEE INFORMATION ON BACK FOR DESCRIPTION OF CHARGES



INVOICE FOR IBM NETWORK SERVICES

Global Services

P.O. BOX 620000
ORLANDO, FLORIDA 32891-8294

ACCOUNT NUMBER
8254-0000-0359-0477

IBM LIMITED SPECIAL BILLING
P.O. BOX 620000
ORLANDO, FLORIDA 32891-8294

PLEASE
MAKE CHECK
PAYABLE TO:

PAYMENT DUE DATE
APR 25, 1998

AMOUNT DUE
\$ 68.90
OR
\$ 68.90

AMOUNT ENCLOSED

TERMS: PAYMENT DUE
UPON RECEIPT

WORKERS COMPENSATION
CONSULTANTS, INC.
2700 W 21ST
ERIE PA 16506-2972

000006890882540000035904775

TO RECEIVE PROMPT CREDIT, DETACH HERE AND RETURN WITH PAYMENT IN THE WINDOW ENVELOPE PROVIDED.

POSTING DATE	DESCRIPTION	AMOUNT	REFERENCE NUMBER	AMOUNT OF CREDIT PAYMENT
YOUR ACCOUNT IS PAST DUE \$68.90. THE PAST DUE AMOUNT IS INCLUDED IN THE MINIMUM PAYMENT. PLEASE REMIT IMMEDIATELY.				
1906867				
BILLING INQUIRIES TELEPHONE		ACCOUNT NUMBER		ACCOUNT SUMMARY
1-800-933-2232		8254000003590477		PREVIOUS BALANCE \$ 68.90
REMIT PAYMENT AND CORRESPONDENCE TO:		STATEMENT CLOSING DATE		CURRENT CHARGES .00
IBM LIMITED SPECIAL BILLING P.O. BOX 620000 ORLANDO, FLORIDA 32891-8294		IBM MAR 31, 1998		CREDITS .00
IBM TAX ID# 13-0871985		PAYMENT LATE IF NOT RECEIVED BY		PAYMENTS .00
		APR 25, 1998		TAX .00
				NEW BALANCE \$ 68.90

*SEE INFORMATION ON BACK FOR DESCRIPTION OF CHARGES

RIDGE VALLEY ASSOCIATES, INC.

One Belmont Avenue, Suite 605

Bala Cynwyd PA 19004

(610) 687-4009 • Fax (610) 688-3358

INVOICE

DATE	INVOICE NO.
2/20/97	517

Workman's Comp. Consultants, Inc
 BILL TO 2700 West 21st Street
 Erie, PA 16506

Attn: Gerry Doemel
 738-8329

DESCRIPTION	AMOUNT
Pennsylvania - Monthly Updates Included	800.00 48.00
<div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block; transform: rotate(-15deg);"> 49% FGT 51% WCET </div> <div style="margin-left: 20px;"> 417.25 FGT 430.25 WCET </div>	
TOTAL	\$848.00

erie computer

the power of good people

4509 West 26th Street • Erie, PA 16506
814-838-6386 • Fax 814-833-2293REMIT TO:
Erie Computer Company
4509 West Ridge Road
Erie, PA 16506

DATE: Aug 31, 1997

HEAL00

HEAL00

Health Claims Inc.
2700 West 21st Street

Erie, PA 16506

STATEMENT9/9/97
pat.
NCT
#10
1068

INVOICE	INV. DATE	TYPE	REFERENCE	DUE DATE	AMOUNT
19104	05/22/97	IN	Verbal	06/21/97	95.00
19171	05/27/97	IN	Verbal	06/26/97	100.70
NSF FEE	05/30/97	DN		05/30/97	20.00
INT-0419	07/31/97	IT	Interest	07/31/97	3.61
INT-0453	08/31/97	IT	Interest	08/31/97	2.99
TOTAL DUE:					222.30
CURRENT	30 DAYS	60 DAYS	90 DAYS	OVER 90 DAYS	
22.99	0.00	3.61	195.70	0.00	

100% Pct
Bundled

COOPER

Case 1:04-cr-00037-MBC

Document 24-2

Filed 07/14/2005

Page 18 of 19

INVOICE NO.

COOPER BUSINESS MACHINES

P.O. BOX 1412

ERIE, PA 16512-1412

PHONE 814-456-7585 FAX 814-455-7558

111466

PLEASE PAY TOTAL AMOUNT SHOWN IN LOWER RIGHT CORNER

SOLD
TO

Elizabeth Deimel
PA COMPENSATION ADMINISTRATORS
2700 West 21st Street
Erie PA 16506

SHIP
TO

PA COMPENSATION ADMINISTRATORS
2700 West 21st Street
Erie PA 16506

ACCOUNT NO	SALES MAN NO	PURCHASE ORDER NO.	SHIP VIA	COLL.	PPD	DATE SHIPPED	TERMS	INVOICE DATE	PAGE
449	-01						NET DUE 10 DAYS	03/27/97	1

QTY ORDERED	QTY SHIPPED	QTY B.O.	ITEM NO	DESCRIPTION	UNIT PRICE	DISC %	EXTENDED PRICE
1.00	1.00		LABOR COPY/FAX	SF 8300 SERVICE LABOR ON SHARP SF-8300, #96209337, TAG #1585. PLEASE SEE ATTACHED SERVICE SLIP.	79.50		79.50
1.00	1.00		BU	SF 8300 MACHINE PART DEVELOPER UNIT	160.50		160.50
1.00	1.00		SF-830D1	SHARP DEVELOPER	82.50		82.50

PA COMPENSATION ADMINISTRATORS, INC.
2700 W. 21ST ST. PH. 814-838-7921
ERIE, PA 16506

1217


DATE 10-30-97

8-12

430 83
0831039552PAY TO THE
ORDER OF

Cooper Business Machines
Three Hundred + Forty-one

\$ 341.85

Integra BankDOLLARS  Security Features
Details on back.

MEMO

111466

⑆043000122⑆ 0831039552⑆

1217

Thank you: COOPER BUSINESS MACHINES, INC.

SALE AMOUNT 322.50

MISC. CHARGES 0.00
SALES TAX 18.35
FREIGHT 0.00

TOTAL 341.85

THIS IS TO CERTIFY THAT BILLING FOR THE REPAIRS
INDICATED HEREWITH WILL BE ACCEPTED, AND THAT
REPAIRS HAVE BEEN SATISFACTORILY MADE.